Case 14-11468-jkf Doc 50 Filed 09/01/18 Entered 09/02/18 00:56:38 Desc Imaged

Certificate of Notice Page 1 of 3
United States Bankruptcy Court Eastern District of Pennsylvania

In re: Michael C. Badial Jamie E. Badial Debtors

Case No. 14-11468-jkf Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Virginia Page 1 of 1 Date Rcvd: Aug 30, 2018 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 01, 2018.

db/idb +Michael C. Badial. Jamie E. Badial, 426 Tanner Road, Hatboro, PA 19040-2333

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

TOTAL: 0 NONE.

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 01, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 30, 2018 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor HomeBridge Financial Services, Inc. $\verb|bnicholas@kmllawgroup.com|, & bkgroup@kmllawgroup.com|$

DIANA M. DIXON on behalf of Joint Debtor Jamie E. Badial dianamdixonesq@gmail.com DIANA M. DIXON on behalf of Debtor Michael C. Badial dianamdixonesq@gmail.com

FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf_frpa@trustee13.com

JOSHUA ISAAC GOLDMAN on behalf of Creditor HomeBridge Financial Services, Inc. $bkgroup@kmllawgroup.com, \quad bkgroup@kmllawgroup.com\\$

KEVIN G. MCDONALD on behalf of Creditor HomeBridge Financial Services, Inc.

bkgroup@kmllawgroup.com MATTEO SAMUEL WEINER on behalf of Creditor HomeBridge Financial Services, Inc.

bkgroup@kmllawgroup.com

THOMAS I. PULEO on behalf of Creditor HomeBridge Financial Services, Inc. tpuleo@kmllawgroup.com, bkgroup@kmllawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

WILLIAM MILLER*R ecfemail@FredReigleCh13.com, ECF_FRPA@Trustee13.com

TOTAL: 10

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re: Michael C. Badial :Bankruptcy No. 14-11468 and Jamie E. Badial a/k/a Jamie E. Rhoads Debtors :Chapter 13

ORDER AUTHORIZING SALE OF REAL ESTATE FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES AND WAIVER OF THE TEN DAY TIME PERIOD UNDER BANKRUPTCY RULE 6004(g)

AND NOW, this _	29th day (of August	, 2018, upon consideration of	of the
Debtors' Motion To Sell Real Estate Free and Clear of all Liens, Claims and				
Encumbrances, is ORDEI	RED and DEC	REED:		

- 1. The Debtors' Motion is granted.
- 2. The Debtors are authorized to sell real property located at 426 Tanner Road, Hatboro, PA 19040 upon the terms and conditions of the Agreement of Sale pursuant to 11 U.S.C. Sections 363(b) and 1303 and at a sale price of \$249,900.00.
- 3. The liens and claims shall attach to the proceeds of the sale described herein pursuant to the Agreement of Sale to the extent and with the priorities provided under applicable non bankruptcy law as such law may be modified by the bankruptcy code.
- 4. The Debtors are authorized and permitted to make the following distributions from the proceeds generated at settlement:
 - (a) All ordinary closing costs including any real estate transfer taxes and realtor's commission shall be paid pursuant to and in conformity with the terms and conditions of the Agreement of Sale and as set forth on the settlement sheet.
 - (b) Any and all past due real estate taxes, if any, and present real estate taxes, if any, shall be prorated to the date of settlement.

- (c) Municipal claims, if any, including past due sewer, water or refuse charges, if any, and any present prorated municipal claims prorated to the date of settlement.
- (d) Any and all mortgages existing on the subject premises, in order of lien priority, up to but not exceeding the then outstanding mortgage balance owed to said mortgage companies.
- (e) Any remaining proceeds shall be distributed to the Debtors.
- 5. The purchase offer set forth herein pursuant to the Agreement of Sale is the highest and best offer for the property that the Debtors have received to date and constitutes the purchase in good faith and fair value within the meaning of Section 363 of the Bankruptcy Code.
- 6. There exists good and sufficient business justification for the Debtors to sell the property set forth within the Motion and for this Court to approve said Motion.
- 7. This Order shall be effective immediately and shall not be subject to the Stay otherwise imposed by Bankruptcy Rule 6004(g) or 11 USC Section 362.
- 8. The Debtors are authorized to sign all deeds and other documents needed to transfer good title to the real property to the buyer.

By The Court:

Honorable Jean K. FitzSimon U.S. BANKRUPTCY JUDGE

Jean Ktik Smon